



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATIONS # 33104-00117
AMENDMENT # 4
FOR THE TENNESSEE SCHOOLS AFFORDABLE
LAPTOP PROGRAM**

DATE: January 11, 2017

RFQ # 33104-00117 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		November 4, 2016
2.	Disability Accommodation Request Deadline	2:00 p.m.	November 9, 2016
3.	Pre-Response Conference	10:00 a.m.	November 10, 2016
4.	Notice of Intent to Respond Deadline	2:00 p.m.	November 14, 2016
5.	Written "Questions & Comments" Deadline	2:00 p.m.	November 28, 2016
6.	State response to written "Questions & Comments"		December 30, 2016
7.	RFQ Technical Response Deadline	2:00 p.m.	January 27, 2017
8.	State Notice of Qualified Respondents Released		February 3, 2017
9.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	February 14, 2017
10.	RFQ Negotiations		February 17-21, 2017
11.	State Evaluation Notice Released		February 23, 2017
12.	Solicitation Files Opened for Public Inspection		February 24, 2017
13.	Respondent Contract Signature Deadline	2:00 p.m.	March 8, 2017
14.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		April 5, 2017

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
1 Vendor requests clarification of the State's approach to the modification and negotiation of contract terms. Section B.19 of the RFQ expressly states that redlines to the pro forma terms in Attachment G which are not contrary to the law will be permitted, and that the State is amenable to negotiation of terms. ("The State is amenable to making changes to RFQ Attachment G, pro forma contract. The State will take all reasonable suggested alternative or supplemental contract	The State will not permit changes/redlines or negotiation on contract terms. The State will not revise the schedule of events. The State has removed the requirement that the Contractor's proposed pricing does not exceed

QUESTION / COMMENT	STATE RESPONSE
<p>language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.”) In contrast, Amendment 3 to the RFQ states that no changes to the terms in Attachment G will be considered, and that no negotiations of contract terms will take place. In view of several of the terms (in particular C.2; “The Contractor agrees that the prices of equipment, which prices are listed in Attachment 3, Contractor Price Catalog, do not exceed prices Contractor currently offers in Tennessee.”), this puts Vendor (and most likely other bidders) in a difficult position. In order to permit each bidder to put its best foot forward, Vendor requests reversion to the original approach to terms and conditions (permitting changes and negotiation).</p>	<p>prices Contractor currently offers in Tennessee.</p>

- 3. Delete RFP Attachment A, Item Reference A.7 in its entirety.
- 4. Delete RFP Attachment G, section C.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):
 - C.2. [Reserved]
- 5. Delete RFP Attachment D in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

ATTACHMENT D

Cost Proposal & Evaluation Guide
For Qualified Respondents Only

Cost Proposals/Negotiations will only be requested of Qualified Respondents in the competitive range. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

COST RESPONSE SCHEDULE – The Cost Response Items, detailed below, shall be utilized solely to calculate the maximum cost that can be quoted on any individual EA SOW project and the corresponding Task Order (TO) issued under a Contract. The Items will not be used to determine the Respondents who are awarded Contracts. However, the State reserves the right to negotiate with the Respondent in accordance with RFQ Section 5.4.

This cost evaluation in RFQ Attachment D will establish maximum costs for the Items that will be used to calculate the maximum cost that the Respondent can be bid for the firm, fixed cost for an SOW as described in *pro forma* Contract Section A.4. The maximum cost (discounted estimated retail project cost) for each SOW quote shall be determined using the Price Catalog as described in Pro Forma Contract Attachment 3.

The Cost Response shall remain valid for at least 120 days subsequent to the date of the Cost Response opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The Respondent must complete all rows and columns in the State provided Price Catalog excel spreadsheet using the following instructions:

- Submit in an Excel spreadsheet
 - Organize your Price Catalog using separate tabs for each of the following:
 - Laptops (specify OS and software)
 - Tablets (specify OS and software)
 - Peripherals,
 - Warranties, and
 - White glove services (if offering)
 - Pricing may be expressed as inclusive or exclusive or as a combination of both at the discretion of the Respondent providing such distinction is clear.
 - The prices must reflect the best pricing available for the equivalent product, configuration and options regardless of volume or the acquisition method.
 - Enter a percentage discount per month/per device if offering one
6. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.